Apartment Lease

THIS LEASE, made and entered into this ___ day of ______, by and between BOISE STATE UNIVERSITY, hereinafter called “University”, and ______ full-time student(s) of the University, and hereinafter called “Tenant”;

WITNESSETH:
1. That the University, in consideration of the rents and covenants hereafter mentioned, to be paid and performed by the tenant, does hereby demise, lease and let unto the tenant, and the tenant does hereby hire and take from the University, the following described “premises,” situated in the City of Boise, County of Ada, State of Idaho, to wit: Apartment No. ______ located at together with the personal property, furniture, and fixtures currently located in apartment.

2. Tenant shall have and hold the above rented “premises” starting _____ and continuing until ______.

3. This lease is expressly conditioned on: a) the tenant maintaining acceptable student status at the University, which is defined as: “enrolled in a minimum of 8 credits, with preference given to full fee paying students (12 or more credits)”; this clause shall not be construed as pertaining to the summer vacation months for continuing students or b) other tenants as approved in advance by Housing and Residence Life.

4. Graduating tenants and/or those tenants not continuing at the University must notify Housing and Residence Life with written notice of intent to vacate at least thirty (30) days prior to the close of the semester. Non-students will not be eligible to renew their lease. Continuing student tenants who wish to renew their lease must do so forty five (45) days prior to the end of the lease term. In order to be eligible to renew the lease, tenants must be in good financial standing with the University. The student tenant must maintain a current status with their rent payments and must not owe substantial balances to the University. Housing and Residence Life will decide whether the amount owed is a substantial balance.

5. The tenant agrees to live in the “premises” originally assigned to the tenant. Any request for apartment transfer must be approved by Housing and Residence Life. All tenants requesting an apartment change must complete a Transfer Request form and submit it to Housing and Residence Life. The tenant must submit a $75.00 Transfer Fee at the time of transfer. Except in instances involving a doctor’s statement, there can be no transfer from one apartment to another for a minimum of six (6) months after entering into this lease.

6. In the event of a change and/or departure of an apartment mate, tenant(s) must come into the Housing and Residence Life office to sign a new Lease and/or Lease Addendum. If more than one party signs as a tenant hereunder, then all tenants are jointly and severally responsible for the payment of the total monthly rent. In addition, if one of the tenants vacates the apartment for any reason during the duration of the lease, the remaining tenant shall immediately be responsible for the total monthly rent until another eligible student signs a lease and occupies the “premises.”

7. The tenant agrees to pay the University as rent for the above-mentioned apartment the sum of ______ per month, payable in advance to the Payment and Disbursement Center, Room 211, Administration Building. Subsequent rental payments shall be made payable to Boise State University at the office of the Payment and Disbursement Center on the twenty-fifth day of each preceding month for the following month. A late payment fee of $10.00 or 1.75 % of the balance due, whichever is greater, will be implemented if payment is not received by the Payment and Disbursement Center by 4:30 p.m. on the 1st day of the month or, when the 1st falls on a weekend, on the following Monday. The obligation of the tenant moving out (1) only ends when the tenant has paid all amounts owed under this lease and/or (2) when the new tenant for these premises enters into a lease agreement with the University.

8. The tenant(s) shall deposit with the University the minimum sum of $225.00 as security deposit against damage to the premises, furniture, fixtures, and personal property contained therein, as well as against any unpaid rent. This sum shall be paid prior to the tenant’s occupying the premises. Upon termination of this lease, and full satisfaction of the terms hereof, and upon the tenant leaving the premises in good condition, the security deposit will be returned to the tenant less the standard carpeting cleaning charge. Should the tenant default in the terms of this lease, should the premises not be left in good condition (normal wear and tear excluded), or should the tenant default in the payment of any charges made by the University in connection with occupation of the premises then the security deposit or such portion thereof as may be necessary, may be retained by the University; provided, further, that the tenant shall be liable for additional damages or charges over and above the amount of the deposit.

9. The tenant also covenants and agrees as follows: to comply with the terms of this lease, and with all policies, rules, or regulations promulgated by the University relating to the use of said buildings and premises; to keep the premises in as good condition as they now are or may be put into by the University, ordinary wear resulting from careful usage and damage by the elements without fault on the part of the tenant alone excepted; to not make any alterations or repairs to the premises or its equipment or additions of any kind to the premises, without first obtaining the written consent of the University; to not remove the personal property, furniture or fixtures from the premises, not transfer the same from one dwelling unit to another, without first securing the written consent of the University; and to take good care of and keep said premises so as not to endanger the same or any co-tenants therein, or of any other tenants of the apartment structure.

10. The tenant also covenants and agrees as follows: to not sell or assign this lease, or sublet said premises, or any part thereof, to any person without first obtaining the written consent of the University; to not permit any person, not part of the immediate family of the tenant, to occupy the said premises without first obtaining the written consent of the University and to notify Housing and Residence Life in writing of any change in occupancy (births, divorce, etc.). The occupants of the premises shall include the following person(s) ______ and no others.

11. The tenant and all occupants of the premises agree to refrain from any and all activities which would interfere with the quiet enjoyment of the premises leased by other tenants of Boise State University Apartments in the same structure or in structures close to the premises which are demised in accordance with the terms of this agreement. Tenants are expected to be responsive to
requests from staff or other tenants regarding behavior which is inconsistent with the educational objectives and priorities of Boise State University.

12. The tenant agrees that the University shall at all times retain legal ownership and ultimate possession and control of the apartment and all University furnishings and property as provided. The tenant further agrees to permit the University, by its officers or agents, to enter the premises at any reasonable time for inspection purposes, to show the premises to parties wishing to lease the same, to make improvements and repairs, and to ensure that health and safety regulations are being followed.

13. Firearms, weapons, explosive devises, and fireworks, as determined by the University, are not permitted in or on University property. This includes University owned or controlled apartments, apartment areas or houses. The tenant covenants and agrees to abide by this policy.

14. The tenant and all occupants of the premises agree and understand that participation in fire drills is mandatory. Residents who fail to participate in fire drills or to vacate the premises when the alarm rings will be asked to move out because the University cannot then accept responsibility for their safety. Anyone found turning in a false alarm, tampering, damaging, or in any way using the fire equipment or safety apparatus for other than its intended use will be dismissed from Housing and Residence Life, fined, and subject to further action by the University and/or law enforcement authorities.

15. University and tenant acknowledge and agree that this lease is not a standard apartment lease. The premises are a part of the campus of Boise State University, a state institution of higher education. Given the purposes of the University set forth by law, the tenant’s occupancy of the premises must be consistent with the purposes of the University. As such, both parties agree that any interpretations of this lease must account for the educational mission and purposes of the University and that a presumption of validity should be granted to provisions in this lease that may differ from standard residential leases. The agreement by the tenant to such interpretation is expressly in consideration for the right to lease premises located on the University campus.

16. However, the tenant hereby expressly waives any and all claims against the University for or on account of any personal injury sustained, or any loss or damage to property caused by fire, water, deluge or overflow or explosion howsoever arising or caused or being within said premises, or for any damage occasioned by failure to keep said premises in repair, or for any damage arising from acts or neglect of co-tenants, other occupants, or owners or occupants of adjacent or contiguous property, or for loss of any article or property by theft or from any cause, from said premises or building.

17. The tenant covenants and agrees not to bring, care for, or have pets or animals on the premises. The only exception allowed is fish, in an aquarium not to exceed 10 gallons.

18. No waterbed or similar water filled device shall be placed in or about the premises without prior written consent of the University. If such consent is granted by the University said waterbed or device will be fully lined and tenant agrees to deposit with the University proof of adequate insurance naming the University as a co-insured. Tenant shall not permit any external antennas or satellite dishes to be installed to the exterior of the premises.

19. The tenant agrees to park only one car in the assigned parking areas, because University Apartment complexes have only one parking space per unit.

20. When notice to the University is required, or written consent of the University is to be obtained, such notice shall be given by the tenant in writing, or consent obtained, from Housing and Residence Life, or the Director thereof. Notice to the tenant shall be deemed sufficient if delivered personally to the tenant, affixed to the door of the premises or mailed by certified or registered mail, to the tenant.

21. Should the tenant fail to make any payment as herein specified, or to pay any of the rent when due, or fail to fulfill any of the covenants or agreements herein contained, or fail to comply with any policies, rules, or regulations promulgated by the University for the safety, care and cleanliness of the premises, or for ensuring the comfort and convenience and peaceful enjoyment of other occupants, then and in that case the University may terminate the lease as provided for by Idaho law. Further, the University can request administrative withdrawal of the tenant as a student at the University as a consequence of the unpaid housing obligation.

22. In the event the University should find it necessary to bring legal proceedings to recover possession of the premises, or to enforce any of the terms of this agreement, including the recovery of damages or charges, the tenant agrees to pay all reasonable attorney’s fees, costs and associated expenses as incurred by the University.

23. Tenants and all occupants must immediately notify Housing and Residence Life upon being convicted of a felony while living in the above-mentioned apartment. Failure to notify Housing and Residence Life of any felony conviction may be grounds for immediate removal from the above-mentioned apartment. The required notification to Housing and Residence Life includes a written statement with a complete description of tenant/occupant’s actions and full details of the charges/sanctions against him/her.

24. In addition to the terms of the lease, the tenant agrees to be bound by the terms and conditions in the Boise State University Code of Conduct and Housing and Residence Life Policies and Procedures which are made a part hereof and incorporated herein by reference as if fully set forth above. Housing and Residence Life Policies and Procedures can be found on line at http://housing.boisestate.edu/policiesandprocedures/. Tenants without Internet access may request a paper copy from Housing and Residence Life.

25. It is mutually agreed and understood that the University makes no representation or agreements, oral or otherwise, outside the terms of this lease. Any purported outside representation or agreements have no force or effect upon the rights or duties of the University herein. No terms, provisions, or condition of this lease may be altered, amended, or added except upon the execution of a written amendment in the same as this lease.

IN WITNESS WHEREOF, The parties intending to be legally bound hereby, have duly executed this Lease on the day and year first above written.

BOISE STATE UNIVERSITY
HOUSING AND RESIDENCE LIFE

TENANT SIGNATURE Date
CO-SIGNER SIGNATURE Date